

energy right® Program

Agreement to Participate - Landlord

OMB No. 3316-0019 Expires: 3/31/2007

(Landlord), is the owner of certain residential premises.

Street

City

State

Zip

(Premises), which are leased to (Tenant[s]). Landlord wishes to participate in the energy right Financing Program (Program) as made available by (Distributor).

- 1. Landlord understands that under the Program, Distributor as part of its electric service has developed arrangements whereby funds may be advanced to install energy improvements eligible for financing. Landlord further understands, that before such funds are made available, Landlord must enter into a separate repayment agreement to repay any amount advanced.
2. Landlord understands that repayment of any amount advanced shall be in equal consecutive monthly installments (covering principal amounts and interest) over a period of up to 10 years (120 months). Landlord further understands that the rate at which financing will be made available will be the interest rate effective on the date Landlord enters into the repayment agreement. (This rate will not exceed percent a year.)
3. Landlord understands that the total amount of financing for Premises shall not exceed \$ , and the total amount per dwelling shall not exceed \$ .
4. Landlord understands that any required security must be furnished before a repayment agreement will be entered into. Landlord further understands that Landlord may be responsible for expenses incurred by Distributor in securing the amount advanced. The amount for these expenses may be paid in advance or included in the amount financed.
5. Landlord understands that an application fee of \$ must be paid.
6. Landlord understands that the improvements must be installed according to all mandatory Program requirements. It is Landlord's responsibility to be sure that the contractor they hire complies with these requirements. Within 10 days from completion of the work, Landlord will ensure that Distributor has been contacted to arrange for closing the loan.
7. Landlord understands that Landlord may be responsible for expenses incurred by Distributor in providing an inspection of the improvements. The amount for these expenses may be paid in advance or included in the amount financed.
8. Distributor shall have no obligation to advance funds for any improvement until the installation of that improvement has been determined to meet the Program requirements. When the Distributor so determines, Landlord will submit the bill(s) from private contractor(s), and the Distributor will identify the amount(s) eligible for payment under the Program.
9. When Landlord is an electric service customer of Distributor, Landlord understands that this Program is a part of Landlord's electric service and that the amounts of Landlord's repayments may be included with Landlord's monthly electric bill as a separate item. Landlord understands that Landlord's obligations, including the repayment for this service provided by Distributor, will be subject to existing rules and regulations of Distributor. When Landlord is not an electric service customer of Distributor, Landlord understands that before Program financing is made available, Distributor may require Landlord to arrange for a local representative to receive and pay the bills for the amounts of Landlord's repayments.
10. Landlord understands that Landlord will be responsible for paying the remaining balance in full before the end of Landlord's repayment term upon the occurrence of certain events set out in the repayment agreement, such as the sale of all or any part of the Premises.
11. Landlord understands that any inspections under the Program are provided as a service to Landlord and that there is No Guarantee or Warranty, express or implied, from Distributor or TVA concerning the cost, adequacy, or effectiveness of any work performed or information supplied in connection with the Program.
12. Landlord hereby authorizes Distributor or TVA to check Landlord's credit as necessary for purposes of Program financing.
13. Landlord understands that this agreement cannot be effective until the Tenant(s) sign(s) below.
14. Landlord understands, unless otherwise agreed by Distributor, that Landlord must enter into any repayment agreement(s) within 90 days to obtain the program financing and that Distributor's obligations under this agreement expire 90 days from the date of loan approval.

Important Notices to Landlord

- 1. Read this agreement thoroughly before signing it.
2. Take no program action before receiving a copy of this agreement with a loan approval number and date.
3. Choose only a member of the Quality Contractor Network.
4. Be sure that the Program requirements are followed completely.

Signature Landlord's (Participant's) Signature Date

Account No. Telephone No.

Loan Approval No. Loan Approval Date

As a Tenant at the Premises described above, I give my permission for work to be performed at the Premises in accordance with this agreement.

Tenant Signature(s)

Signature / Date Signature / Date Signature / Date
Signature / Date Signature / Date Signature / Date
Signature / Date Signature / Date Signature / Date

This activity is in accord with the provisions of the Tennessee Valley Authority Act of 1933 (16 U.S.C. Secs. 831-831ee). You are not required to participate. Information provided will go to distributors, TVA, and contractor assisting TVA in this program. Your cooperation is appreciated.